

**DISTRIBUTED RENEWABLE ENERGY GENERATOR
AGGREGATOR REC PURCHASE AGREEMENT**

Contract Date: _____, 2012

Contract No.: _____

Owner: ("Seller")	ABC Aggregator Co., LLC ("Buyer")
Service Location: ComEd Acct. No.:	123 Main Street Chicago, IL 60000 Phone: 312-000-0000 E-mail:
Phone: E-mail:	Purchase Start Date: June 1, 2013 Contract Term: ____ Years from Purchase Start Date
Renewable Energy Generation Device Type: ("Device")	Contract Price: \$____ per REC
Nameplate Capacity:	Estimated RECs per year: _____
ACH Credit Transfer Instruction:	

TERMS AND CONDITIONS

PURCHASE AND SALE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller during the Contract Term one hundred percent (100%) of all renewable energy certificates (“RECs”) associated with energy generated by the Device as measured at Seller’s meter at the service location.

SELLER WARRANTY. Seller represents and warrants that all RECs sold to Buyer: (a) shall be produced by the Device and meet the requirements of 20 ILCS 3855/1-10; (b) have not been sold, marketed or otherwise claimed by any third party; and (c) have not been previously used to meet any federal, state or local renewable energy requirement or similar standard by Seller or any third party.

PAYMENT. Payments by Buyer will be made no less frequently than annually, and shall be made by wire or ACH to an account designated in writing by Seller.

GATS THIRD PARTY REPORTING. Seller acknowledges and agrees that Buyer will be a “Third Party Reporter” representing Seller under the Generation Attribute Tracking System (“GATS”) operated by PJM Environmental Information Services (“PJM-EIS”), an affiliate of PJM Interconnection, LLC [***CORRESPONDING MISO ARRANGEMENTS FOR AMEREN]. Seller authorizes Buyer to obtain a registration number for the Device from PJM-EIS. Seller shall sign and deliver to Buyer a Schedule A in the form attached hereto, and such other documents as Buyer may reasonably request from time to time in order to permit Buyer to enter the Device’s production data with PJM-EIS on behalf of Seller.

DISPUTES. All disputes relating to this Agreement will be shall be governed by the laws of the State of Illinois without regard to principles of conflicts of laws and shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association; any such arbitration will take place in the City of Chicago, State of Illinois. The arbitrator(s) will have no authority to award any damages in excess of the product of the Estimated RECs per year and the Contract Price. The Parties agree that any determination by the arbitrator(s) will be final and binding and that judgment on the award may be entered in any court of competent jurisdiction.

Agreed to by the parties as of the Contract Date set forth above:

ABC AGGREGATORS, LLC
 (“Buyer”)

Name: _____
 (“Seller”)

By: _____

Name: _____

Its: _____